FRSS-126303657 SERFF Tracking Number: State: Arkansas Filing Company: The Independent Order of Foresters State Tracking Number: 43606

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L04I Individual Life - Term Sub-TOI: L04I.103 Renewable - Single Life -

Fixed/Indeterminate Premium

SF Contract Filing 2009 Product Name:

Project Name/Number:

Filing at a Glance

Company: The Independent Order of Foresters

Product Name: SF Contract Filing 2009 SERFF Tr Num: FRSS-126303657 State: Arkansas

TOI: L04I Individual Life - Term State Tr Num: 43606 SERFF Status: Closed-Approved-

Closed

Co Tr Num: SF CONTRACT Sub-TOI: L04I.103 Renewable - Single Life -State Status: Approved-Closed

FILING 2009 Fixed/Indeterminate Premium

Filing Type: Form Reviewer(s): Linda Bird

> Authors: Kerry Shields, Kerry Disposition Date: 09/29/2009

Shields, Tamara Kozma, Gita

Lakhan, Art Vikari Date Submitted: 09/25/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: The Insurance

Laws of Canada where this society is domiciled,

do not require approval of this form.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 09/29/2009 Explanation for Other Group Market Type:

State Status Changed: 09/29/2009

Deemer Date: Created By: Kerry Shields

Corresponding Filing Tracking Number:

Filing Description:

Submitted By: Gita Lakhan

RE: The Independent Order of Foresters NAIC #763-58068; FEIN: 980000680

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number:

Product Type: Term Life Insurance Certificate

Marketing Name: Strong Foundation & Strong Foundation II

Forms Submitted for Approval:

Submitted form Name/Description Replaces Prior approval date and tracking ID

TERM-SF-AR01-2009 Strong Foundation –Term life insurance certificate with level premiums for the initial term period. Annually renewable thereafter. SIEN-AR01-2006 SFEN-AR01-2006 September 18, 2006 SERT-6QSJ49197

The above-listed form is enclosed for your review and approval. No part of this filing contains any unusual or possibly controversial items from normal industry standards. Approval of this form is not required by the Insurance Laws of Canada where this Society is domiciled. This product is not illustrated. This product will be offered through independent distributors. Sales are targeted to middle income America.

This filing is being undertaken in order to revise the format and the language of our previously approved Strong Foundation certificates, to be consistent with the formatting and, where similar provisions exist, language of our more recently filed and approved life insurance certificates. We certify that none of the revisions that we have made to the certificate will remove or reduce any benefit provided by, or any right that certificate holder had under, the previous versions. We have attached a marked copy of the certificate that shows the changes that we have made to the contract language. This marked copy does not however, detail all of the minor formatting changes, including revisions to the order of the contract provisions, which we have made, as we felt that this would needlessly complicate your review. We are also submitting a revised actuarial memorandum, in which the reserve demonstrations have been updated for simplified underwriting to use 25 year select and ultimate rates.

As there are no changes required to the application to support the contract revisions, the revised contract will be offered using the same individual life insurance application, form # 770206 AR 01/08, approved on February 20, 2008 ID# 125473789, and all its related components, that is currently being used.

Foresters Strong Foundation is an individual participating level term insurance certificate. The certificate offers a selection of initial level premium term periods of 10, 15, 20 and 30 years, with increasing annual renewal premiums thereafter. It does not generate any cash value and all premiums are fully guaranteed. The renewal feature allows the owner to renew the certificate annually, without evidence of insurability, following the expiration of the initial term period until the Maximum Termination Age, currently the insured's age 95, is reached. The premium charged upon renewal for each one-year period is based on the insured's age at the time of renewal and will remain level within each one-year period. The premium will increase at each renewal date.

The certificate is convertible until the earlier of the insured's age 65 or 5 years prior to the end of the initial term period.

This product will be available with simplified underwriting requirements, under the marketing name "Strong Foundation",

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number:

as well as with full underwriting requirements, under the marketing name "Strong Foundation II". Restrictions for underwriting choice will be based on issue age of the insured and the face amount selected by the certificate owner. The previous forms, which are being replaced, utilized separate forms for these underwriting methods because the simplified underwriting version did not contain a conversion provision whereas the fully underwritten version did. This revised form will be used for both underwriting options as we will now be including the conversion privilege in all Strong Foundation certificates we issue.

Initial term premium rates vary by issue age, band, underwriting method, initial term period, gender, and insurance class. Banding breakpoints vary by issue age, underwriting method and initial term period, and ranges are subject to change for new issues if business experience dictates. Any changes will be implemented in accordance with the laws of your state.

The following previously approved riders and their related forms, if any, will be offered with this product. Also, additional riders may be submitted for approval as separate filings in the future.

Form Description Approval Date and Tracking Number

SI-ADR-AR01-2005 Accidental Death Rider April 3, 2006 USPH-6MYLXW881

SI-WPR-AR01-2005 Waiver of Premium Rider April 3, 2006 USPH-6MYLXW881

SI-DIR-AR01-2006 Disability Income Rider (Accident Only) September 18, 2006 SERT-6QSJ49197

SI-CTR-US01-2006 Children's Term Rider September 18, 2006 SERT-6QSJ49197

SI-CIR-US01-2006 Critical Illness Rider (Accelerated Death Benefit) September 18, 2006 SERT-6QSJ49197

SI-LRR-US01-2006 Living Rewards Rider September 18, 2006 SERT-6QSJ49197

Enclosed please find both a marked and a final copy of the form submitted for approval, supporting documents, including a new actuarial memorandum, and any required transmittals, certifications or fees. If I may provide any additional information relating to this submission, please feel free to contact me at (416) 429-3000 ext. 4066 or by email at kshields@foresters.com.

Sincerely,

Kerry Shields Compliance Analyst

Company and Contact

Filing Contact Information

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number:

Kerry Shields, Compliance Analyst kshields@foresters.com

789 Don Mills Road 416-429-3000 [Phone] 4066 [Ext]

Toronto, ON M3C 1T9 416-467-2525 [FAX]

Filing Company Information

The Independent Order of Foresters CoCode: 58068 State of Domicile: Ontario

789 Don Mills Road Group Code: -99 Company Type: Fraternal Benefit

Society

Toronto, ON M3C 1T9 Group Name: State ID Number:

(416) 429-3000 ext. [Phone] FEIN Number: 98-0000680

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Independent Order of Foresters \$50.00 09/25/2009 30847275

 SERFF Tracking Number:
 FRSS-126303657
 State:
 Arkansas

 Filing Company:
 The Independent Order of Foresters
 State Tracking Number:
 43606

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number:

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	09/29/2009	09/29/2009

SERFF Tracking Number: FRSS-126303657 State: Arkansas

Filing Company: The Independent Order of Foresters State Tracking Number: 43606

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number: /

Disposition

Disposition Date: 09/29/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FRSS-126303657
 State:
 Arkansas

 Filing Company:
 The Independent Order of Foresters
 State Tracking Number:
 43606

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number:

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	Yes
Supporting Document	Life & Annuity - Acturial Memo	No
Supporting Document	Statement of Variability	Yes
Supporting Document	Redline Version of Certificate	Yes
Form	Strong Foundation	Yes

 SERFF Tracking Number:
 FRSS-126303657
 State:
 Arkansas

 Filing Company:
 The Independent Order of Foresters
 State Tracking Number:
 43606

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Item	Number				Data		
Status							
	TERM-SF-	Certificate	Strong Foundation	Revised	Replaced Form #:	50.000	TERM-SF-
	AR01-2009)			SIEN-AR01-2006		AR01-
					and SFEN-AR01-		2009.pdf
					2006		
					Previous Filing #:		
					SERT-6QSJ49197		

The Independent Order Of Foresters ('Foresters')

Head Office: [789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9] U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179] [1-800-828-1540]

Insured	[John Doe]	Certificate Number	[1234567]
Owner	[Jane Smith]	Branch Number	[1234]
Issue Date	[Jan 02 2010]	State Governing	Arkansas

Arkansas Department of Insurance telephone number [800-852-5494]

[Foresters Strong Foundation II]

This is a TERM LIFE INSURANCE CERTIFICATE.

It has **GUARANTEED LEVEL PREMIUMS** for the certificate during the initial term period and is annually renewable thereafter. Premiums are shown in the Certificate Data Pages.

The Independent Order Of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death proceeds upon our receipt of proof of the insured's death. That death must occur while this certificate is in effect.

CONVERTIBLE, to a permanent insurance certificate, subject to the terms of the Conversion provision.

PARTICIPATING, eligible to receive dividends.

In this certificate, you and your mean the owner, as shown above. The owner may change after the issue date as described in this certificate.

The certificate is executed at our head office on the issue date.

PLEASE READ THE CERTIFICATE CAREFULLY.

Right to Examine – If you are not satisfied with this certificate, you may return it to us within [10] days of first receiving it. You can do this by mailing it to our U.S. mailing address, shown above, or by returning it to one of our authorized representatives.

If this certificate is returned to us during this time period, the insurance contract will be deemed to be void from the issue date. Within 10 days after we receive it, we will refund premiums you have paid to us for this certificate.

Executive Secretary

.

International Fraternal President

1

TERM-SF-AR01-2009

[Foresters Strong Foundation II]

The certificate is part of a legal insurance contract between the owner and Foresters. The insurance contract sets forth, in detail, the rights and obligations for both you and us. Only the actual insurance contract provisions will control. It is important that you read your insurance contract carefully.

The benefit provided under each rider, if any, is described in that rider.

Premiums payable for the certificate and each attached rider, if any, based on an annual payment mode are shown in the *Certificate Data Pages*.

If you have questions about this certificate or a rider, your understanding of them or about information that you have heard, seen or read relating to them, please call us. Our toll free number is [1-800-828-1540].

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TERM-SF-AR01-2009 [Page 2 of 16]

Insured	[John Doe]	Issue Age and Sex of Insured	[35] [Male]
Owner	[Jane Smith]	Certificate Number	[1234567]
Issue Date	[January 2, 2010]	Branch Number	[1234]
Face Amount	[\$50,000.00]	Currency	United States
Insurance Class	[Non-Tobacco]	Rating Class	[Standard]
Total Premium	[\$18.16]	Payment Mode	[Monthly]
Initial Term Period	[30] years	Maximum Termination Age	[95]

Conversion Period: First [25] certificate years.

Each beneficiary is designated in the application. A beneficiary designation may change as described in the *Beneficiary* provision. The first total premium is due on [January 2, 2010].

[Foresters Strong Foundation II] Certificate

Provides level term insurance with guaranteed level premiums for the certificate during the initial term period. Annually renewable thereafter subject to the conditions set out in the *Renewal* provision. Convertible, as described in the *Conversion* provision.

Summary of Benefits Provided					
	Annual premium	Expiry Date*	Benefit Amount		
Certificate Term Insurance	See attached Schedule of Premiums.	[January 2, 2070]	[\$50,000]		

^{*} Assuming all premiums due are paid.

The certificate expiry date is the certificate anniversary on which the insured is [95] years old. This certificate cannot be kept in effect after the certificate expiry date.

After the issue date, not all payment modes shown in the Certificate Data Pages may be available.

In each *Schedule of Premiums* the total premium includes a certificate fee of [\$5] if paid [monthly], [\$15] if paid [quarterly], [\$27.50] if paid [semi-annually] and [\$50] if paid annually.

TERM-SF-AR01-2009 [Page 3 of 16]

			hedule Of	Premiums				
				erm Period				
	Age Total Total Total Annual							
Certificate	of	Premium if	Premium if	Premium if	Premium if	Premium		
Year	Insured	paid	paid	paid semi-	paid	for the		
		monthly	quarterly	annually	annually	certificate		
		(\$)	(\$)	(\$)	(\$)	(\$)		
[1]	[35]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[2]	[36]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[3]	[37]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[4]	[38]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[5]	[39]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[6]	[40]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[7]	[41]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[8]	[42]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[9]	[43]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[10]	[44]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[11]	[45]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[12]	[46]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[13]	[47]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[14]	[48]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[15]	[49]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[16]	[50]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[17]	[51]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[18]	[52]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[19]	[53]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[20]	[54]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[21]	[55]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[22]	[56]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[23]	[57]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[24]	[58]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[25]	[59]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[26]	[60]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[27]	[61]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[28]	[62]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[29]	[63]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		
[30]	[64]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]		

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Schedule Of Premiums For Renewals

For Renewals						
Certificate Year	Age of Insured	Renewal Date	Total Premium if paid monthly (\$)	Total Premium if paid annually (\$)	Certificate Premium if paid annually (\$)	
[31]	[65]	[Jan 02 2040]	[148.88]	[1,673.00]	[1,673.00]	
[32]	[66]	[Jan 02 2041]	[162.62]	[1,828.00]	[1,828.00]	
[33]	[67]	[Jan 02 2042]	[176.98]	[1,990.00]	[1,990.00]	
[34]	[68]	[Jan 02 2043]	[192.14]	[2,161.00]	[2,161.00]	
[35]	[69]	[Jan 02 2044]	[209.17]	[2,353.00]	[2,353.00]	
[36]	[70]	[Jan 02 2045]	[229.02]	[2,577.00]	[2,577.00]	
[37]	[71]	[Jan 02 2046]	[253.14]	[2,849.00]	[2,849.00]	
[38]	[72]	[Jan 02 2047]	[281.33]	[3,167.00]	[3,167.00]	
[39]	[73]	[Jan 02 2048]	[311.03]	[3,502.00]	[3,502.00]	
[40]	[74]	[Jan 02 2049]	[342.94]	[3,862.00]	[3,862.00]	
[41]	[75]	[Jan 02 2050]	[377.69]	[4,254.00]	[4,254.00]	
[42]	[76]	[Jan 02 2051]	[416.88]	[4,696.00]	[4,696.00]	
[43]	[77]	[Jan 02 2052]	[462.44]	[5,210.00]	[5,210.00]	
[44]	[78]	[Jan 02 2053]	[515.37]	[5,807.00]	[5,807.00]	
[45]	[79]	[Jan 02 2054]	[574.68]	[6,476.00]	[6,476.00]	
[46]	[80]	[Jan 02 2055]	[640.81]	[7,222.00]	[7,222.00]	
[47]	[81]	[Jan 02 2056]	[712.71]	[8,033.00]	[8,033.00]	
[48]	[82]	[Jan 02 2057]	[788.86]	[8,892.00]	[8,892.00]	
[49]	[83]	[Jan 02 2058]	[872.02]	[9,830.00]	[9,830.00]	
[50]	[84]	[Jan 02 2059]	[964.48]	[10,873.00]	[10,873.00]	
[51]	[85]	[Jan 02 2060]	[1,067.32]	[12,033.00]	[12,033.00]	
[52]	[86]	[Jan 02 2061]	[1,180.44]	[13,309.00]	[13,309.00]	
[53]	[87]	[Jan 02 2062]	[1,302.69]	[14,688.00]	[14,688.00]	
[54]	[88]	[Jan 02 2063]	[1,432.65]	[16,154.00]	[16,154.00]	
[55]	[89]	[Jan 02 2064]	[1,569.00]	[17,692.00]	[17,692.00]	
[56]	[90]	[Jan 02 2065]	[1,704.81]	[19,224.00]	[19,224.00]	
[57]	[91]	[Jan 02 2066]	[1,838.50]	[20,732.00]	[20,732.00]	
[58]	[92]	[Jan 02 2067]	[1,978.57]	[22,312.00]	[22,312.00]	
[59]	[93]	[Jan 02 2068]	[2,126.27]	[23,978.00]	[23,978.00]	
[60]	[94]	[Jan 02 2069]	[2,281.85]	[25,733.00]	[25,733.00]	

The premiums shown in the *Schedule of Premiums for Renewals* are guaranteed, increasing annually on the renewal date. The certificate premium shown for a renewal date is based on the age of the insured on that renewal date.

TERM-SF-AR01-2009 [Page 5 of 16]

Definitions

The following terms have specific meanings for the purposes of your certificate. Where the same term appears in a rider, if any, it also has that same meaning unless there is another definition for that same term in that rider.

Age – The issue age shown in the Certificate Data Pages plus the number of completed certificate years.

Application – The application that was completed and signed for this certificate and each attached rider. The application was attached to this certificate at the time it was delivered to you.

Attached rider(s) – Each rider, if any, shown in the *Certificate Data Pages*, and attached to this certificate when it was delivered to you.

Certificate – The cover page and each numbered page that follows it, starting with page number 2 and ending with the page that states, "This is the last page of this certificate". The cover page contains the signatures of our Executive Secretary and International Fraternal President.

Certificate Anniversary – The same month and day as the issue date for each calendar year following the issue date, while this certificate is in effect.

Certificate Data Pages – The pages marked as the *Certificate Data Pages* within this certificate at the time that it was delivered to you.

Certificate year – The first day of the first certificate year is the issue date and the last day is the day before the first certificate anniversary. For every other certificate year, the first day of a certificate year is a certificate anniversary and the last day is the day before the next certificate anniversary.

Contingent owner – The contingent owner named, if at all, in the application, unless changed as shown in our records.

Date we delivered – The effective date of delivery being either the day of delivery if hand delivered to the owner or the owner's address, the fifth day after mailing if sent by mail to the owner's address or the day shown in our records as successfully transmitted if sent electronically to a number or address shown for the owner in our records.

Death proceeds – The amount payable as described in the *Death Proceeds* provision.

Debt – The amount owed to us under the *Maintenance of Reserves* and *Grace Period* provisions, and the *Loan* provision in a rider.

Dividends on deposit – The amount determined under option 3 of the *Dividends* provision.

Evidence of insurability - Information we obtain to decide insurability and, if so, on what terms.

Expiry Date – The date shown in the *Certificate Data Pages* as the expiry date for this certificate.

Face Amount – The amount shown in the *Certificate Data Pages* as the face amount unless changed as shown in our records.

Insurance contract – This certificate and each rider in effect, if any.

Lapse – The termination of this certificate for non-payment of overdue monthly deductions during the grace period.

TERM-SF-AR01-2009 [Page 6 of 16]

Our records – The records at our head office.

Paid-up additional insurance – The amount of the paid-up additional insurance bought under option 1 of the *Dividend* provision.

Rider – Each attached rider, if any, and each rider added as an attachment, if any, to this certificate after the issue date, as shown in our records.

State governing – The state shown as the state governing on the cover page, which will be the state where the application was signed by the owner.

We, our, us and Foresters – The Independent Order of Foresters.

You, your - The owner of this certificate as shown in the *Certificate Data Pages* subject to change as described in this certificate.

When we refer to a provision, unless specifically stated to be a provision in a rider, we mean the provision in this certificate with that title.

TERM-SF-AR01-2009 [Page 7 of 16]

Consideration

We issue this certificate and attached rider(s) based on the application signed by the owner and the payment of premiums as described in this certificate.

Entire Contract

The entire contract consists of each of the following:

- 1. The insurance contract, including attached agreements and endorsements.
- 2. The application attached to this certificate upon delivery.
- 3. Additional applications or written requests from you, if any, received and approved by us after the issue date of this certificate, as shown in our records.
- 4. Notifications we send to you confirming changes made, after the issue date, to your certificate or a rider.
- 5. Our Instrument of Incorporation, Constitution, and the respective amendments.

All statements in the application shall be deemed representations and not warranties.

No one, including the insurance agent who provided you with this certificate, can make a promise or representation about the entire contract other than what is described in the entire contract.

When this Certificate is in Effect

This certificate comes into effect on the issue date, if both of the following conditions are met:

- At least the first total premium was paid on or before the date we delivered this certificate to you.
- The insurability of the insured did not change between the date the application was signed by the insured and the issue date.

This certificate ends on the earliest of the following dates:

- The expiry date for this certificate.
- The date of death of the insured.
- The day we receive, as shown in our records, your written, signed request to end this
 certificate.
- The day this certificate lapses, as described in the Grace Period provision.
- The day this certificate is converted to a new certificate as described in the *Conversion* provision.

When this certificate ends it is no longer in effect. This means our liability ends and no death proceeds would be paid.

TERM-SF-AR01-2009 [Page 8 of 16]

Control of Certificate

The owner of this certificate and rider(s) may exercise the options or rights provided to you under them, unless limited by statute or by the rights of an assignee or irrevocable beneficiary. If the insured is younger than 16 years old on the issue date, these rights will transfer to the insured upon their 16th birthday. Upon this transfer, the insured will become the owner of this certificate and rider(s).

You may request a change of owner, while the insured is alive and this certificate is in effect. The request is subject to our receipt of satisfactory proof that the change is not prohibited by law. Unless otherwise specified by you, the change of owner will be effective as of the date the request is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this request.

If the insured is not the owner and if the owner dies while this certificate is in effect the contingent owner becomes the owner of this certificate and rider(s) as of the date of that death. The estate of the owner will become the owner if there is no contingent owner or if the contingent owner is not alive or does not exist on the date of the death of the insured.

Assignment

You may assign this certificate and rider(s) subject to our receipt of satisfactory proof that the assignment is not prohibited by law. Under an absolute assignment the assignee becomes the owner of this certificate and rider(s). We are not bound by an assignment unless it is in writing and shown in our records. We are not responsible for the validity or effect of an assignment. Despite the assignment, the insured retains Foresters membership rights and privileges according to our Constitution.

Beneficiaries

There may be designated one or more than one primary or contingent beneficiary. Each primary and contingent beneficiary, if any, is shown in the application unless changed as shown in our records.

You may request a change of beneficiary, while the insured is alive and this certificate is in effect. If a beneficiary is designated "irrevocable", then that beneficiary must also sign a request that changes that beneficiary's designation or the percentage or amount to be received by that beneficiary. The change of beneficiary will be effective as of the date the request is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this request.

Payment to Beneficiary

The death proceeds payable will be paid as described in this provision. If no beneficiary survives the insured or if no beneficiary is designated, this payment will be made to you or your estate.

Primary Beneficiary: Each surviving primary beneficiary will be paid their share of the death proceeds. That share is shown in the application unless changed, as shown in our records. If a primary beneficiary predeceases the insured, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving beneficiaries to the total percentage for those survivors. If no percentages are specified, then the death proceeds will be split equally among the surviving primary beneficiaries.

TERM-SF-AR01-2009 [Page 9 of 16]

Contingent Beneficiary: If no primary beneficiary survives the insured, each contingent beneficiary, if designated, surviving the insured, will be paid their share of the death proceeds, in the same manner as described above for the primary beneficiary.

Death Proceeds

Subject to the terms and conditions of the entire contract, we will pay the death proceeds if we receive satisfactory proof of the insured's death. That death must occur while this certificate is in effect. The death proceeds will be the face amount plus unearned premium minus the amount of the debt. The amount of the unearned premium will be that portion of the total premium that was paid to us to provide coverage for a period of time beyond the end of the certificate month of the insured's death. We will also pay, due to this death, the dividends on deposit and paid-up additional insurance. We do not expect, however, that there will be dividends on deposit or paid-up additional insurance.

Interest will be paid on the death proceeds, calculated from the date of death to the date of payment. The interest rate will be the legal rate required by the insurance laws of the state governing this certificate.

Additional interest, at a rate of 10% annually, will accrue to the date of payment beginning 31 days from the later of:

- the date due proof of death is received by us;
- the date we receive sufficient information to determine our liability, the extent of that liability, and the appropriate beneficiary entitled to the death proceeds; and
- the date that legal impediments to payment of the death proceeds that depend on the action
 of parties other than us are resolved and sufficient evidence of the same is provided to us.
 Legal impediments to payment include, but are not limited to, (a) the establishment of
 guardianships and conservatorships; (b) the appointment and qualification of trustees,
 executors and administrators; and (c) the submission of information required to satisfy state
 and federal reporting requirements.

The amount payable under this provision will be paid as described in the *Payment to Beneficiary* provision.

TERM-SF-AR01-2009 [Page 10 of 16]

Incontestability

We will not contest the validity of this certificate after it has been in effect during the lifetime of the insured for two years except for non payment of premiums.

Similarly, statements made, after the issue date, in an application for the addition of a rider or reinstatement or in a declaration for a change in insurance class will be incontestable two years after the effective date as shown in our records of such addition, reinstatement or change. Our right to contest based upon statements made in an application for an addition will only apply to the coverage provided by that addition.

This provision shall not apply to a rider providing a benefit in the event of:

- 1. the total disability of the insured, or
- 2. death of the insured by accident or accidental means.

Suicide

If death of the insured is by suicide or self-inflicted injury, while sane or insane, and within two years from the issue date, our liability is limited to the sum of the total premiums paid minus the amount of the debt, and no death proceeds will be paid.

Paying Premiums

The amount of the total premium is shown in the *Certificate Data Pages*. This amount will change if a rider ends, is added after the issue date or the premium for a rider changes. We will notify you if the amount of the total premium changes. The first total premium is due on the issue date. You will then need to pay each total premium when due to keep this certificate in effect.

Other than the first total premium, each total premium is due, without notice from us, on the premium due date for that total premium. The premium due dates are based on the payment mode in effect. If the payment mode in effect is annual, the premium due dates will be on each certificate anniversary. If the payment mode in effect is more often than annual, these dates will fall on the same day of the month as the issue date, based on that payment mode. For example, if the payment mode in effect is monthly and your issue date is March 4, your premium due dates will be on the 4th of each month.

Each *Schedule of Premiums* shows the amount of the total premium for each certificate year, based on the monthly payment mode and the annual payment mode. These schedules are shown in the *Certificate Data Pages*.

The payment mode and payment method in effect is the mode and method elected in the application, unless changed as shown in our records.

The sum of the total premiums payable over a certificate year may depend on the payment mode in effect. That sum may be less if you pay based on a payment mode other than the monthly payment mode. Subject to our administrative rules in effect at the time, you may change your payment mode or payment method. Contact our head office to find out what method is available and the total premium payable if another available mode is elected.

TERM-SF-AR01-2009 [Page 11 of 16]

Total premiums may be paid by mail sent to our U.S. mailing address or to our head office and each is considered paid on the business day we receive it at our head office. You may also make payment to our Executive Secretary. If requested, we will provide a receipt for the total premium paid, signed by our Executive Secretary.

Grace Period

If a total premium is not paid in full on or before its premium due date, you have 31 days from that premium due date to pay us that total premium. This 31 day period is called the grace period.

This certificate will lapse at midnight on the last day of the grace period if you have not paid us that total premium by that day. Payments received after, if sent by U.S. mail and postmarked during, the grace period will be accepted. Upon lapse, this certificate will no longer be in effect. This means our liability ends and no death proceeds would be paid.

If the insured dies during the grace period, we will reduce the death proceeds payable by the overdue amount.

Reinstatement

You may reinstate this certificate within three years of the date of lapse if it lapsed during the initial term period.

To reinstate, we must receive, within those three years, all of the following:

- 1. Payment of the unpaid premium with interest compounded at a rate determined by us. That rate will not be more than 6% per year.
- 2. Evidence of insurability, which meets our standards, of the insured.
- 3. Payment or reinstatement of all debt existing at the date of lapse plus interest. That interest will be calculated on that debt from the date of lapse. The interest rate will be determined by us but will not be more than 8% per year.

The unpaid premium will be the sum of the following:

- The total premiums due but not paid in full on or before the date of lapse.
- The total premiums from the date of lapse to the date of reinstatement that would have been due if the certificate had not lapsed.

The effective date of a reinstatement is the day that we approve your application for reinstatement, as shown in our records.

Misstatement of Age or Sex

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the premium paid, for that coverage, would have purchased for the correct age and sex, according to our rates in effect on the issue date.

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Renewal

After the initial term period this certificate will automatically renew on each renewal date. To automatically renew on a renewal date, this certificate must be in effect at midnight on the day before that renewal date. Also, the total premium payable for that renewal must be paid during the lifetime of the insured and no later than 31 days after the premium is due, based on the payment mode in effect. That total premium payable, based on an annual payment mode and monthly payment mode, and the renewal dates, are shown in the *Schedule of Premiums For Renewals*. A premium is due as described in the *Paying Premiums* provision, subject to the *Grace Period* provision.

We will not require evidence of insurability on renewal.

This certificate cannot be renewed on or after the certificate anniversary on which the insured has reached the maximum termination age. This age is shown in the *Certificate Data Pages*.

If this certificate is not renewed it will no longer be in effect. This means our liability ends and no death proceeds will be paid.

No rider can be renewed.

If the insured meets the requirements, as described in a rider, for the waiver of the total premium payable on a renewal date, this certificate will renew as described in this provision. No total premium is required for the period of time during the certificate year following the renewal date in which the conditions for the waiver continue to be met as described in that rider. Renewal will not interrupt the waiver if entitlement to that benefit continues as described in that rider.

Conversion

This certificate may be converted to a new certificate on the life of the insured as described in this provision.

The conversion must occur:

- 1. During the conversion period which will be the period before the earlier of the end of the initial term period less 5 years and the certificate anniversary on which the insured is age 65: and
- While this certificate is in effect.

We will not require evidence of insurability.

To convert:

- 1. Make a written request to us;
- 2. Surrender this certificate to us;
- 3. Pay us the first premium for the new certificate, on or before the issue date of the new certificate; and
- 4. Provide us with the signed consent(s), permitting the conversion, required by us or by the law of the state governing this certificate.

TERM-SF-AR01-2009 [Page 13 of 16]

The new certificate will:

- 1. Be in the same rating class and insurance class as shown in the *Certificate Data Pages* for the insured. If either class is not available, the new certificate will be in the next less favorable classes available on the conversion date.
- 2. Be issued on a permanent life insurance plan we are then issuing.
- 3. Be at our premium rates in use on the conversion date.
- 4. Be for an amount of insurance less than or equal to the face amount, subject to our minimum certificate requirements, in effect on the conversion date.
- 5. Be issued at the age, as defined in the new certificate, of the insured on the conversion date.
- 6. Not invoke new suicide and contestability periods.

The conversion date is the date of issue of the new certificate.

If this certificate is converted, this certificate will end and will no longer be in effect. This means that our liability ends and no death proceeds will be paid under this certificate.

No rider can be converted as an attachment to the new certificate. The addition of supplemental benefits to the new certificate will be subject to our consent and evidence of insurability which meets our standards.

Dividend

This certificate is eligible to participate in our divisible surplus. We will determine our divisible surplus each year. After completing two certificate years, you will be entitled to your share, if any, as determined by us, of our divisible surplus. This share is your dividend which you may receive or use according to the dividend option in effect. Your dividend options are as follows:

- Use the dividend as a net single premium to buy paid-up additional insurance at the insured's age on the date of the purchase. No further premiums are required for this additional insurance purchased.
- 2. Have the dividend paid in cash.
- 3. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
- 4. Use the dividend to reduce premiums owed or payable under this certificate.

Dividend option (1) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

If you request this certificate to end and dividends have been credited under dividend option (1) or (3), we will refund to you the total of:

- 1. the present value of the paid-up additional insurance, plus
- 2. the amount of the dividends on deposit, minus
- the amount of the debt.

We do not expect to pay dividends under this certificate. If no dividends are paid the dividend options described in this provision do not apply.

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Limitation of Action

No action shall be taken on this certificate, or a rider, in a court of law unless the action is filed with a court within two years from the date that the cause of action arose.

Law Applicable

Your rights or obligations and that of anyone, including the insured or anyone rightfully claiming under this certificate or a rider, will be governed by the laws of the state governing.

Limiting Effect of our Constitution

The benefits provided under this certificate and each rider will not be reduced, nor will this certificate or rider end, by a provision in our Constitution not stated or referred to in this certificate or rider.

Suspension or Expulsion

Even if the insured is expelled or suspended from Foresters membership in accordance with our Constitution, this certificate and each rider, subject to its terms, may be kept in effect by continuing to pay the required premiums.

Maintenance of Reserves

If our reserves become impaired, you may be assessed an equitable proportion of the shortage. You may pay cash or accept a reduction in benefits. If you do neither, your equitable proportion will become an amount owed against this certificate. Interest on this amount will be compounded at a rate determined by us but not more than five percent per year.

Notification

Notification(s) we send to you about this certificate or a rider will be sent from our head office to your last mailing address shown in our records. You must notify us of a change in address for you or the insured. If premium is being paid under our pre-authorized check plan, you must notify us of a change in banking information.

Every notification, designation and request that you make to us must be in writing, in a form satisfactory to us. You must mail it to our head office or U.S. mailing address for us to act on it. Each will be deemed received by us as of the date shown in our records.

Our head office address is:

The Independent Order of Foresters, [789 Don Mills Road, Toronto, Ontario, Canada. M3C 1T9. Attn: Certificate Services].

Our U.S. mailing address is: [P.O. Box 179 Buffalo, New York. 14201-0179. Attn: Certificate Services].

These addresses apply unless we notify you in writing of a new address.

TERM-SF-AR01-2009 [Page 15 of 16]

The Independent Order Of Foresters ('Foresters')

A Fraternal Benefit Society Organized 1874 Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9] U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[Foresters Strong Foundation II]

Guaranteed level premiums for the certificate during the initial term period.

Annually renewable thereafter.

Conversion Provision.

Death proceeds payable if the insured's death occurs while the certificate is in effect.

Premiums shown in Certificate Data Pages.

Participating.

This is the last page of this certificate.

TERM-SF-AR01-2009 [Page 16 of 16]

Company Tracking Number: SF CONTRACT FILING 2009

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: SF Contract Filing 2009

Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

Readable Score Certification.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

As there are no changes required to the application to support the contract revisions, the revised contract will be offered using the same individual life insurance application, form # 770206 AR 01/08, approved on February 20, 2008 ID# 125473789, and all its related components, that is currently being used.

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments: Attachment:

AR Non -IIPRC SF SOV.pdf

Item Status: Status

Date:

Satisfied - Item: Redline Version of Certificate

Comments: Attachment:

TERM-SF-AR01-2009 marked.pdf

The Independent Order of Foresters

<u>NA</u>	ME OF COMPANY:	The Independent Order of Forester House, 789 Don Mi (416) 429-3000	oresters ills Road, Toronto, Ontario M3C 1T9		
Ā. (Option Selected				
			reading ease test as one unit and the combi		
For	m and Form Numbers to w	hich Certification is Applicabl	<u>e:</u>		
	<u>Form</u>		Form Number	Flesch Score	
	Strong Foundation	1	TERM-SF-AR01-2009	50.0	
В. Т	Test Option Selected				
	Test was applied to en Test was applied on sa word samples tested.) more than 10,000 words. Copy of form(s)	enclosed indicating	
	Standards for Certification hecked block indicates th	n e standard has been achieved	i.		
\boxtimes	1. The policy text achiev Section A above.	es a minimum score of 40 on t	he Flesch reading ease test in accordance w	ith the option chosen in	
	2. It is printed in not less than 10-point type, one point leaded. (This does not apply to specification pages, schedules and tables).				
\boxtimes	✓ 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.				
	4. The section titles are c	aptured in bold-faced type or	otherwise stand out significantly from the te	ext.	
	5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.				
\boxtimes					
		an index of the principal section or consists of more than 3 page	ons is included in the policy. (This applies oges).	nly if the policy has	
Thi	s certification must be sign	ed by an officer of the insurer.			
			September 24, 2	009	
Ste	ve Lintner		Date		

Director, Product Solutions

The Independent Order Of Foresters

Statement of Variability –TERM-SF-AR01-2009

Marketing Name: Strong Foundation/ Strong Foundation II

Contract Cover

- 1. Foresters information: The head office, US mailing office and telephone number are bracketed to allow for change if Foresters moves or changes phone number.
- 2. John Doe information: Insured, Certificate Number, Owner, Branch number, and Issue date are bracketed to accommodate information specific to each certificate issued.
- 3. The state telephone number field will contain the state complaint telephone number. It is bracketed to allow for updates if your state changes its contact number.
- 4. The product marketing name is bracketed to allow for the 2 different product names for this form 'Foresters Strong Foundation' indicates the simplified underwriting version, and 'Foresters Strong Foundation II' is used for the fully underwritten version. In addition, the field is bracketed to accommodate a change to the marketing name for this product in future without the need to refile.
- 5. The number of days in the Right to Examine provision is bracketed in order that we can insert the applicable number of days required by your state legislation. If the certificate is not a replacement your state's regular free look will always show. If a certificate is identified as a replacement, your state's required days for replacements will be inserted. The field is also bracketed so that it can be updated to reflect any state legislation changes without the need to refile.
- 6. Signatures of company officers are bracketed to accommodate changes in company officers in the future.

Page 2 – Table of Contents, etc.

- 7. Product Marketing Name: Same as #5.
- 8. The toll free number is bracketed in case Foresters changes the contact number.
- 9. Page numbers, including those in the table of contents and those bracketed in the bottom right hand corner may change depending on the length of the data pages, and the printer used to generate the form.

Certificate Data Pages (currently pages 3-5 in this sample)

- 10. John Doe information: Insured, Issue Age and Sex of Insured, Owner, Certificate Number, Issue Date, Branch Number, and Face Amount are bracketed to accommodate information specific to each certificate issued.
- 11. Insurance Class is bracketed to accommodate the specific class of the insured. Current possibilities are 'Preferred Plus Non Smoker', 'Preferred Non Smoker', 'Non Smoker', 'Standard', and 'Preferred Standard'. Note the names of the classifications may also be changed to accommodate marketing trends for insurance class names.
- 12. Rating Class is bracketed to accommodate 'Standard', for non-rated certificates, and 'Special' if a rating is applied to the base certificate.
- 13. The Total Premium field is bracketed to reflect the total modal premium for the certificate and any attached riders.
- 14. Payment Mode will reflect the payment mode selected by the certificate owner. Current possibilities are 'Monthly', 'Quarterly', 'Semi-annual' and 'Annual'.
- 15. The Initial Term Period field will show the level term period selected. Available terms are 10, 15, 20 and 30 only.
- 16. The Maximum Termination Age and the age shown in the certificate expiry date message will show 95 for all certificates at this time. However it is bracketed to accommodate changes related to repricing of this product without refilling the form. If the product were repriced and the maximum termination age were to change, then the change would be implemented for new certificates only.

- 17. The conversion period will always show the earlier of the insured's age 65 or 5 years prior to the end of the initial term period.
- 18. Product marketing name: See #5.
- 19. The first premium due will always equal the certificate issue date.
- 20. The Expiry Date in the Summary of Benefits Provided chart is bracketed to accommodate the insured's specific expiry date. This will equal the certificate anniversary on which the insured reaches the maximum termination age.
- 21. The Benefit Amount in the Summary of Benefits Provided chart is bracketed to accommodate the base product's face amount issued for a particular certificate.
- 22. Modal certificate fee amounts are bracketed to allow for product repricing initiatives that may impact the certificate fee. Any change would be implemented for new certificates only.
- 23. Note that Rider specific data, including rider type selected, benefit amount, expiry date, and annual premium will be added to the Summary of Benefits Provided chart, if issued on a certificate. In addition, rider-specific messages will be included on these data pages if applicable. Certain riders may generate an additional page of information for that specific rider. We certify that all content shown for any rider will match that which was approved by your state when those rider coverages were filed.

Certificate Data Pages- Schedule of Premiums for Initial Term Period.

24. Certificate Year, Age of Insured, Total Premium if paid monthly, Total Premium if paid quarterly, Total Premium if paid semi-annually, Total Premium if paid annually, and Annual Premium for the certificate: All the values in this table are all bracketed to accommodate data specific to the individual certificate for each year of the initial term period of the certificate. All total premium columns include the premiums for riders, if any exist on the certificate. The Annual Premium for the certificate column shows just the premium for the base certificate. If riders were issued with this certificate, an additional Annual Premium for attached Riders column will be added to the table.

Certificate Data Pages- Schedule of Premiums for Renewals.

25. Certificate Year, Age of Insured, Renewal Date, Total Premium if paid monthly, Total Premium if paid annually, and Certificate Premium if paid annually: All the values in this table are all bracketed to accommodate data specific to the individual certificate for each year of the renewal period of the certificate from the year following the initial term period, to the maximum termination year. All total premium columns would include any rider premiums due during the renewal period. The Certificate Premium if paid annually column would include only premiums required for the base certificate. At this time, we do not offer any riders that require premiums during the renewal period. The Annual Premium for the certificate column shows just the premium for the base certificate. If riders that require premium during the renewal period were issued with this certificate, an additional Annual Premium for attached Riders column will be added to the table.

Notification provision, page 16 in our sample

26. Foresters information: The head office, US mailing office and telephone number are bracketed to allow for change if Foresters moves or changes phone number.

Back Cover

- 27. Foresters information: The head office, US mailing office and telephone number are bracketed to allow for change if Foresters moves or changes phone number.
- 28. Marketing name See #5.

The Independent Order Of Foresters ('Foresters')

Head Office: [789 Don Mills Road, Toronto, Ontario, Canada M3C 1T9] U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179] [1-800-828-1540]

Insured[John Doe]Certificate Number[1234567]Owner[Jane Smith]Branch Number[1234]Issue Date[Jan 02 2010]State GoverningArkansas

Arkansas Department of Insurance telephone number [800-852-5494]

[Foresters Strong Foundation II]

This is a TERM LIFE INSURANCE CERTIFICATE.

It has **GUARANTEED LEVEL PREMIUMS** for the certificate during the initial term period and is annually renewable thereafter. Premiums are shown in the Certificate Data Pages.

The Independent Order Of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of this certificate, pay the death proceeds upon our receipt of proof of the insured's death. That death must occur while this certificate is in effect.

CONVERTIBLE, to a permanent insurance certificate, subject to the terms of the Conversion provision.

PARTICIPATING, eligible to receive dividends.

In this certificate, you and your mean the owner, as shown above. The owner may change after the issue date as described in this certificate.

Guaranteed level premiums for the certificate during the initial term period.

Annually renewable thereafter.

Conversion Provision

Death proceeds payable if the insured's death occurs while the certificate is in effect.

Premiums shown in Certificate Data Pages.

Participating.

The Independent Order Of Foresters (referred to as we, our, Foresters or us) will, subject to the provisions of the certificate, pay the death proceeds upon our receipt of proof of the insured's death. That death must occur while the certificate is in effect. In the certificate, you

and your mean the owner shown above. The owner may change after the issue date as described in the certificate.

The certificate is executed at our head office on the issue date.

PLEASE READ THE CERTIFICATE CAREFULLY.

Right to Examine – If you are not satisfied with this certificate, you may return it to us within [10] days of first receiving it. You can do this by mailing it to our U.S. mailing address, shown above, or by returning it to one of our authorized representatives.

Right to Cancel - Please examine the certificate. The certificate may be cancelled within [10] days of you first receiving it from us. Do this by mailing it, during this period, to our U.S. mailing address shown above.

If this certificate is returned to us during this time period, the insurance contract will be deemed to be void from the issue date. Within 10 days after we receive it, we will refund premiums you have paid to us for this certificate.

_As soon as you mail the certificate to us, it will be deemed to be void from the issue date. Within 10 days after we receive it, we will refund premiums you have paid to us for the certificate.

Executive Secretary

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X Charthale

International Fraternal President

[Foresters Strong Foundation II]

The certificate is part of a legal insurance contract between the owner and Foresters. The insurance contract sets forth, in detail, the rights and obligations for both you and us. Only the actual insurance contract provisions will control. It is important that you read your insurance contract carefully.

The certificate is part of a legal contract between the owner and Foresters. Read your contract carefully.

This and the front of this page provide only a brief outline of some of the important features of your contract. These pages do not form a part of the certificate. Only the actual contract provisions will control. The contract sets forth, in detail, the rights and obligations for both you and us. It is important that you read your contract carefully.

The benefit provided under each rider, if any, is described in that rider.

Premiums payable for the certificate and each attached rider, if any, based on an annual payment mode are shown in the *Certificate Data Pages*.

If you have questions about this certificate or a rider, your understanding of them or about information that you have heard, seen or read relating to them, please call us. Our toll free number is [1-800-828-1540].

If you have questions about the certificate, your understanding of it or about information that you have heard, seen or read relating to it, please call us. Also call with any questions you have about a rider. Our toll free number is [1-800-828-1540].

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Insured [John Doe] Issue Age and Sex of Insured [35] [Male] Owner [Jane Smith] Certificate Number [1234567] [January 2, 2010] **Branch Number** Issue Date [1234] **United States** Face Amount [\$50,000.00] Currency Insurance Class [Non-Tobacco] Rating Class [Standard] Payment Mode Total Premium [\$18.16] [Monthly] Initial Term Period [30] years Maximum Termination Age [95]

Conversion Period: First [25] certificate years.

Each beneficiary is designated in the application. A beneficiary designation may change as described in the *Beneficiary* provision. The first total premium is due on [January 2, 2010].

[Foresters Strong Foundation II] Certificate

Provides level term insurance with guaranteed level premiums for the certificate during the initial term period. Annually renewable thereafter subject to the conditions set out in the *Renewal* provision. Convertible, as described in the *Conversion* provision of the certificate.

Summary of Benefits Provided							
	Annual premium	Expiry Date*	Benefit Amount				
Certificate Term Insurance	See attached Schedule of Premiums.	[January 2, 2070]	[\$50,000]				

^{*} Assuming all premiums due are paid.

The certificate expiry date is the certificate anniversary on which the insured is [95] years old. This certificate cannot be kept in effect after the certificate expiry date.

After the issue date, not all payment modes shown in the Certificate Data Pages may be available.

In each Schedule of Premiums the total premium includes a certificate fee of [\$5] if paid [monthly], [\$15] if paid [quarterly], [\$27.50] if paid [semi-annually] and [\$50] if paid annually.

Celtificate Data Pages										
Schedule Of Premiums										
For Initial Term Period										
	Age	Total	Total	Total	Total	Annual				
Certificate	of	Premium if	Premium if	Premium if	Premium if	Premium				
Year	Insured	paid	paid	paid semi-	paid	for the				
		monthly	quarterly	annually	annually	certificate				
		(\$)	(\$)	(\$)	(\$)	(\$)				
[1]	[35]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[2]	[36]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[3]	[37]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[4]	[38]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[5]	[39]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[6]	[40]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[7]	[41]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[8]	[42]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[9]	[43]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[10]	[44]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[11]	[45]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[12]	[46]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[13]	[47]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[14]	[48]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[15]	[49]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[16]	[50]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[17]	[51]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[18]	[52]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[19]	[53]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[20]	[54]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[21]	[55]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[22]	[56]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[23]	[57]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[24]	[58]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[25]	[59]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[26]	[60]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[27]	[61]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[28]	[62]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[29]	[63]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				
[30]	[64]	[18.16]	[54.49]	[103.99]	[198.50]	[198.50]				

Schedule Of Premiums For Renewals

1 Of Iveriewais								
Certificate Year	Age of Insured	Renewal Date	Total Premium if paid monthly (\$)	Total Premium if paid annually (\$)	Certificate Premium if paid annually (\$)			
[31]	[65]	[Jan 02 2040]	[148.88]	[1,673.00]	[1,673.00]			
[32]	[66]	[Jan 02 2041]	[162.62]	[1,828.00]	[1,828.00]			
[33]	[67]	[Jan 02 2042]	[176.98]	[1,990.00]	[1,990.00]			
[34]	[68]	[Jan 02 2043]	[192.14]	[2,161.00]	[2,161.00]			
[35]	[69]	[Jan 02 2044]	[209.17]	[2,353.00]	[2,353.00]			
[36]	[70]	[Jan 02 2045]	[229.02]	[2,577.00]	[2,577.00]			
[37]	[71]	[Jan 02 2046]	[253.14]	[2,849.00]	[2,849.00]			
[38]	[72]	[Jan 02 2047]	[281.33]	[3,167.00]	[3,167.00]			
[39]	[73]	[Jan 02 2048]	[311.03]	[3,502.00]	[3,502.00]			
[40]	[74]	[Jan 02 2049]	[342.94]	[3,862.00]	[3,862.00]			
[41]	[75]	[Jan 02 2050]	[377.69]	[4,254.00]	[4,254.00]			
[42]	[76]	[Jan 02 2051]	[416.88]	[4,696.00]	[4,696.00]			
[43]	[77]	[Jan 02 2052]	[462.44]	[5,210.00]	[5,210.00]			
[44]	[78]	[Jan 02 2053]	[515.37]	[5,807.00]	[5,807.00]			
[45]	[79]	[Jan 02 2054]	[574.68]	[6,476.00]	[6,476.00]			
[46]	[80]	[Jan 02 2055]	[640.81]	[7,222.00]	[7,222.00]			
[47]	[81]	[Jan 02 2056]	[712.71]	[8,033.00]	[8,033.00]			
[48]	[82]	[Jan 02 2057]	[788.86]	[8,892.00]	[8,892.00]			
[49]	[83]	[Jan 02 2058]	[872.02]	[9,830.00]	[9,830.00]			
[50]	[84]	[Jan 02 2059]	[964.48]	[10,873.00]	[10,873.00]			
[51]	[85]	[Jan 02 2060]	[1,067.32]	[12,033.00]	[12,033.00]			
[52]	[86]	[Jan 02 2061]	[1,180.44]	[13,309.00]	[13,309.00]			
[53]	[87]	[Jan 02 2062]	[1,302.69]	[14,688.00]	[14,688.00]			
[54]	[88]	[Jan 02 2063]	[1,432.65]	[16,154.00]	[16,154.00]			
[55]	[89]	[Jan 02 2064]	[1,569.00]	[17,692.00]	[17,692.00]			
[56]	[90]	[Jan 02 2065]	[1,704.81]	[19,224.00]	[19,224.00]			
[57]	[91]	[Jan 02 2066]	[1,838.50]	[20,732.00]	[20,732.00]			
[58]	[92]	[Jan 02 2067]	[1,978.57]	[22,312.00]	[22,312.00]			
[59]	[93]	[Jan 02 2068]	[2,126.27]	[23,978.00]	[23,978.00]			
[60]	[94]	[Jan 02 2069]	[2,281.85]	[25,733.00]	[25,733.00]			

The premiums shown in the *Schedule of Premiums for Renewals* are guaranteed, increasing annually on the renewal date. The certificate premium shown for a renewal date is based on the age of the insured on that renewal date.

Definitions

The following terms have specific meanings for the purposes of your certificate. Where the same term appears in a rider, if any, it also has that same meaning unless there is another definition for that same term in that rider.

<u>Age</u> – The issue age shown in the <u>Certificate Data Pages</u> plus the number of completed certificate years. Age – The age of the insured on his or her last birthday.

Application – The application that was completed and signed for this certificate and each attached rider. The application was attached to this certificate at the time it was delivered to you.

Attached rider(s) – Each rider, if any, listed in the Summary of Benefits Provided, shown in the Certificate Data Pages, and attached to this certificate when it was delivered to you.

<u>Certificate</u> – The cover page and each numbered page that follows it, starting with page number 2 and ending with the page that states, "This is the last page of this certificate". The cover page contains the signatures of our Executive Secretary and International Fraternal President.

Certificate — The *Certificate Data Pages* and the following pages attached starting with this page and ending with the page that states "This is the last page of this certificate".

Certificate Anniversary – The same month and day as the issue date for each calendar year following the issue date, while this certificate is in effect.

Certificate Data Pages – The pages marked as the *Certificate Data Pages* within this certificate at the time that it was delivered to you.

Certificate year – The first day of the first certificate year is the issue date and the last day is the day before the first certificate anniversary. For every other certificate year, the first day of a certificate year is a certificate anniversary and the last day is the day before the next certificate anniversary.

Contingent owner – The contingent owner named, if at all, in the application, unless or in the most recent changed as shown in our records.

<u>Date we delivered</u> – The effective date of delivery being either the day of delivery if hand delivered to the owner or the owner's address, the fifth day after mailing if sent by mail to the owner's address or the day shown in our records as successfully transmitted if sent electronically to a number or address shown for the owner in our records.

Death proceeds – The amount payable as described in the *Death Proceeds* provision.

Debt – The amount owed to us under the *Maintenance of Reserves* and *Grace Period* provisions, and the *Loan* provision in a rider.

Dividends on deposit – The amount determined under option 3 of the *Dividends* provision.

Evidence of insurability - Information we obtain to decide insurability and, if so, on what terms.

Expiry Date – The date shown in the *Certificate Data Pages* as the expiry date for this certificate.

Face Amount – The amount shown in the *Certificate Data Pages* as the face amount unless changed as shown in our records.

Insurance contract – This certificate and each rider in effect, if any.

<u>Lapse</u> – The termination of this certificate for non-payment of overdue monthly deductions during the grace period.

Our records - The records at our head office.

Paid-up additional insurance – The amount of the paid-up additional insurance bought under option 1 of the *Dividend* provision.

<u>Rider</u> – Each attached rider, if any, and each rider added as an attachment, if any, to this certificate after the issue date, as shown in our records.

<u>State governing</u> – The state shown as the state governing on the cover page, which will be the state where the application was signed by the owner.

Rider – Each attached rider and each rider, if any, that you added to this certificate, as shown in our records, after the issue date.

We, our, us and Foresters – The Independent Order of Foresters.

You, your - The owner of this certificate as shown in the *Certificate Data Pages* subject to change as described in this certificate.

When we refer to a provision, unless specifically stated to be a provision in a rider, we mean the provision in this certificate with that title.

Consideration

We issue this certificate and attached rider(s) based on the application signed by the owner and the payment of premiums as described in this certificate.

Entire Contract

The entire contract consists of each of the following:

- 1. The insurance contract, including attached agreements and endorsements.
- 2. The application attached to this certificate upon delivery.
- 3. Additional applications or written requests from you, if any, received and approved by us after the issue date of this certificate, as shown in our records.
- 4. Notifications we send to you confirming changes made, after the issue date, to your certificate or a rider.
- 5. Our Instrument of Incorporation, Constitution, and the respective amendments.
- 1. This certificate including attached agreements and endorsements, and each rider that is an attachment to the certificate, if any.
- 2. The application.
- 3. The evidence of insurability, if attached to this certificate.
- 4. Our Instrument of Incorporation, Constitution and all amendments to them.

All statements in the application shall be deemed representations and not warranties.

No one, including the insurance agent who provided you with this certificate, can make a promise or representation about the entire contract other than what is described in the entire contract.

When this Certificate is in Effect

This certificate comes into effect on the issue date, if both of the following conditions are met:

- At least the first total premium was paid on or before the date we delivered this certificate to you.
- The insurability of the insured did not change between the date the application was signed by the insured and the issue date.

If we issue this certificate as applied for in the application, it comes into effect on the issue date, if all of the following conditions are met:

- ■We issued this certificate with a standard rating class.
- ∃The first total premium was paid on or before the issue date.
- ☐ The insurability of the insured did not change between the date of the application and the date we delivered this certificate to you.

If we did not issue this certificate, however, with a standard rating class or as applied for in the application, this certificate comes into effect on the date you accept delivery of it, if the first total premium is paid on or before that date and the insurability of the insured did not change between the dates of application and delivery.

This certificate ends on the earliest of the following dates:

• The expiry date for this certificate.

- The date of death of the insured.
- The day we receive, as shown in our records, your written, signed request to end this
 certificate.
- The day this certificate lapses, as described in the *Grace Period* provision.
- The day this certificate is converted to a new certificate as described in the *Conversion* provision.

When this certificate ends it is no longer in effect. This means our liability ends and no death proceeds would be paid.

Control of Certificate

The owner of this certificate and rider(s) may exercise the options or rights provided to you under them, unless limited by statute or by the rights of an assignee or irrevocable beneficiary. If the insured is younger than 16 years old on the issue date, these rights will transfer to the insured upon their 16th birthday. Upon this transfer, the insured will become the owner of this certificate and rider(s).

You may request a change of owner, while the insured is alive and this certificate is in effect. The request is subject to our receipt of satisfactory proof that the change is not prohibited by law. Unless otherwise specified by you, the change of owner will be effective as of the date the request is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this request.

If the insured is not the owner and if the owner dies while this certificate is in effect the contingent owner becomes the owner of this certificate and rider(s) as of the date of that death. The estate of the owner will become the owner if there is no contingent owner or if the contingent owner is not alive or does not exist on the date of the death of the insured.

Assignment

You may assign this certificate and rider(s) <u>subject to our receipt of satisfactory proof that the</u> <u>assignment is notunless</u> prohibited by law. Under an absolute assignment the assignee becomes the owner of this certificate and rider(s). We are not bound by an assignment unless it is in writing and shown in our records. We are not responsible for the validity or effect of an assignment. Despite the assignment, the insured retains Foresters membership rights and privileges according to our Constitution.

Beneficiaries

There may be designated one or more than one primary or contingent beneficiary. Each primary and contingent beneficiary, if any, <u>are is</u> shown in the application unless changed as shown in our records.

You may request a change of beneficiary, while the insured is alive and this certificate is in effect. If a beneficiary is designated "irrevocable", then that beneficiary must also sign a request that changes that beneficiary's designation or the percentage or amount to be received by that beneficiary. The change of beneficiary will be effective as of the date the request is signed and is subject to payment(s) made or action(s) taken by us prior to our receipt of this request. The effective date of a change of beneficiary will be the date it is recorded by us as shown in our receipts.

Payment to Beneficiary

The death proceeds payable will be paid as described in this provision. If no beneficiary survives the insured or if no beneficiary is designated, this payment will be made to you or your estate.

Primary Beneficiary: Each surviving primary beneficiary will be paid their share of the death proceeds. That share is shown in the application unless changed, as shown in our records. If a primary beneficiary predeceases the insured, that beneficiary's share will be split among the

surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving beneficiaries to the total percentage for those survivors. If no percentages are specified, then the death proceeds will be split equally among the surviving primary beneficiaries.

Contingent Beneficiary: If no primary beneficiary survives the insured, each contingent beneficiary, if designated, surviving the insured, will be paid their share of the death proceeds, in the same manner as described above for the primary beneficiary.

Death Proceeds

Subject to the terms and conditions of the entire contract, we will pay the death proceeds if we receive <u>satisfactory</u> proof, <u>satisfactory to us</u>, of the insured's death. That death must occur while this certificate is in effect. The death proceeds will be the face amount plus unearned premium minus the amount of the debt. The amount of the unearned premium will be that portion of the total premium that was paid to us to provide coverage for a period of time beyond the end of the certificate month of the insured's death. We will also pay, due to this death, the dividends on deposit and paid-up additional insurance. We do not expect, however, that there will be dividends on deposit or paid-up additional insurance.

If the unearned premium and death proceeds are not paid within 30 days of us receiving this proof of death, interest will be paid on these amounts, calculated from the date of death to the date of payment. The interest rate will be the legal rate required by the insurance laws of the state governing this certificate.

Interest will be paid on the death proceeds, calculated from the date of death to the date of payment. The interest rate will be the legal rate required by the insurance laws of the state governing this certificate.

Additional interest, at a rate of 10% annually, will accrue to the date of payment beginning 31 days from the later of:

- the date due proof of death is received by us:
- the date we receive sufficient information to determine our liability, the extent of that liability, and the appropriate beneficiary entitled to the death proceeds; and
- the date that legal impediments to payment of the death proceeds that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to, (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy state and federal reporting requirements.

The amount payable under this provision will be paid as described in the *Payment to Beneficiary* provision.

Incontestability

We will not contest the validity of this certificate after it has been in effect during the lifetime of the insured for two years except for non payment of premiums.

Similarly, statements made, after the issue date, in an application for the addition of a rider or reinstatement or in a declaration for a change in insurance class will be incontestable two years after the effective date as shown in our records of such addition, reinstatement or change. Our right to contest based upon statements made in an application for an addition will only apply to the coverage provided by that addition.

This provision shall not apply to a rider providing a benefit in the event of:

- 1. the total disability of the insured, or
- 2. death of the insured by accident or accidental means.

Suicide

If death of the insured is by suicide <u>or self-inflicted injury</u>, while sane or insane, and within two years from the issue date, our liability is limited to the sum of the total premiums paid minus the amount of the debt, and no death proceeds will be paid.

Paying Premiums

The amount of the total premium is shown in the *Certificate Data Pages*. This amount will change if a rider ends, is added after the issue date or the premium for a rider changes. We will notify you if the amount of the total premium changes. The first total premium is due on the issue date. You will then need to pay each total premium when due to keep this certificate in effect.

Other than the first total premium, each total premium is due, without notice from us, on the premium due date for that total premium. The premium due dates are based on the payment mode in effect. If the payment mode in effect is annual, the premium due dates will be on each certificate anniversary. If the payment mode in effect is more often than annual, these dates will fall on the same day of the month as the issue date, based on that payment mode. For example, if the payment mode in effect is monthly and your issue date is March 4, your premium due dates will be on the 4th of each month.

Each *Schedule of Premiums* shows the amount of the total premium for each certificate year, based on the monthly payment mode and the annual payment mode. These schedules are shown in the *Certificate Data Pages*.

The payment mode and payment method in effect is the mode and method elected in the application, unless changed as shown in our records.

The sum of the total premiums payable over a certificate year may depend on the payment mode in effect. That sum may be less if you pay based on a payment mode other than the monthly payment mode. Subject to our administrative rules in effect at the time, you may change your payment mode or payment method. Contact our head office to find out what method is available and the total premium payable if another available mode is elected.

Total premiums may be paid by mail sent to our U.S. mailing address or to our head office and each is considered paid on the business day we receive it at our head office. You may also make payment to our Executive Secretary. If requested, we will provide a receipt for the total premium paid, signed by our Executive Secretary.

Grace Period

If a total premium is not paid in full on or before its premium due date, you have 31 days from that premium due date to pay us that total premium. This 31 day period is called the grace period.

This certificate will lapse at midnight on the last day of the grace period if you have not paid us that total premium by that day. Payments received after, if sent by U.S. mail and postmarked during, the grace period will be accepted. Upon lapse, this certificate will no longer be in effect. This means our liability ends and no death proceeds would be paid.

If the insured dies during the grace period, we will reduce the death proceeds payable by the overdue amount.

Reinstatement

You may reinstate this certificate within three years of the date of lapse if it lapsed during the initial term period.

To reinstate, we must receive, within those three years, all of the following:

- 1. Payment of the unpaid premium with interest compounded at a rate determined by us. That rate will not be more than six-percent6% per year.
- 2. Evidence of insurability, which meets our standards, of the insured.
- 3. Payment or reinstatement of all debt existing at the date of lapse plus interest. That interest will be calculated on that debt from the date of lapse. The interest rate will be determined by us but will not be more than six-percent-8% per year.

The unpaid premium will be the sum of the following:

- The total premiums due but not paid in full on or before the date of lapse.
- The total premiums from the date of lapse to the date of reinstatement that would have been due if the certificate had not lapsed.

The effective date of a reinstatement is the day that we approve your application for reinstatement, as shown in our records.

Misstatement of Age or Sex

If the age or sex of the insured under this certificate is misstated at issue, the face amount and the rider benefit amount(s), if any, will be adjusted either upward or downward. The revised amounts for the certificate and riders, if any, will be that which the premium paid, for that coverage, would have purchased for the correct age and sex, according to our rates in effect on the issue date.

If the insured's age or sex has been misstated, the amount payable will be that which the premiums paid would have bought at the insured's correct age and sex according to our rates in effect at the issue date.

If the age or sex of the insured has been misstated, the benefit payable under a rider will be that which the total premiums paid would have bought at the insured's correct age and sex according to our rates in effect at the issue date.

Renewal

After the initial term period this certificate will automatically renew on each renewal date. To automatically renew on a renewal date, this certificate must be in effect at midnight on the day before that renewal date. Also, the total premium payable for that renewal must be paid during the lifetime of the insured and no later than 31 days after the premium is due, based on the payment mode in effect. That total premium payable, based on an annual payment mode and monthly payment mode, and the renewal dates, are shown in the *Schedule of Premiums For Renewals*. A premium is due as described in the *Paying Premiums* provision, subject to the *Grace Period* provision.

We will not require evidence of insurability on renewal.

This certificate cannot be renewed on or after the certificate anniversary on which the insured has reached the maximum termination age. This age is shown in the *Certificate Data Pages*.

If this certificate is not renewed it will no longer be in effect. This means our liability ends and no death proceeds will be paid.

No rider can be renewed except for the Additional Insured Term Rider, according to its terms, if an attachment to the certificate.

If the insured meets the requirements, as described in a rider, for the waiver of the total premium payable on a renewal date, this certificate will renew as described in this provision. No total premium is required for the period of time during the certificate year following the renewal date in which the conditions for the waiver continue to be met as described in that rider. Renewal will not interrupt the waiver if entitlement to that benefit continues as described in that rider.

Conversion

This certificate may be converted to a new certificate on the life of the insured as described in this provision.

The conversion must occur:

- 1. <u>During the conversion period which will be the period b</u>Before the earlier of the end of the initial term period less 5 years and the certificate anniversary on which the insured is age 65; and
- 2. While this certificate is in effect.

We will not require evidence of insurability.

To convert:

- 1. Make a written request to us;
- Surrender this certificate to us:
- 3. Pay us the first premium for the new certificate, on or before the issue date of the new certificate; and
- 4. Provide us with the signed consent(s), permitting the conversion, required by us or by the law of the state governing this certificate.

The new certificate will:

- 1. Be in the same rating class and insurance class as shown in the *Certificate Data Pages* for the insured. If either class is not available, the new certificate will be in the next less favorable classes available on the conversion date.
- 2. Be issued on any permanent life insurance plan we are then issuing.
- 3. Be at our premium rates in use on the conversion date.
- 4. Be for an amount of insurance less than or equal to the face amount, subject to our minimum certificate requirements, in effect on the conversion date.
- 5. Be issued at the age, as defined in the new certificate, of the insured on the conversion date.
- 6. Not invoke new suicide and contestability periods.

The conversion date is the date of issue of the new certificate.

If this certificate is converted, this certificate will end and will no longer be in effect. This means that our liability ends and no death proceeds will be paid under this certificate.

No rider can be converted as an attachment to the new certificate. The addition of supplemental benefits to the new certificate will be subject to our consent and evidence of insurability which meets our standards.

Dividend

This certificate is eligible to participate in our divisible surplus. We will determine our divisible surplus each year. After completing two certificate years, you will be entitled to your share, if any, as determined by us, of our divisible surplus. This share is your dividend which you may receive or use according to the dividend option in effect. Your dividend options are as follows:

- Use the dividend as a net single premium to buy paid-up additional insurance at the insured's age on the date of the purchase. No further premiums are required for this additional insurance purchased.
- 2. Have the dividend paid in cash.
- 3. Leave the dividend with us to accumulate with interest. We will determine the interest rate, but it will not be less than three and one half percent per year.
- 4. Use the dividend to reduce premiums owed or payable under this certificate.

Dividend option (1) will be in effect from the issue date unless changed by you as shown in our records. If changed, the new option applies to future dividends only.

If you request this certificate to end and dividends have been credited under dividend option (1) or (3), we will refund to you the total of:

- 1. the present value of the paid-up additional insurance, plus
- 2. the amount of the dividends on deposit, minus
- 3. the amount of the debt.

We do not expect to pay dividends under this certificate. If no dividends are paid the dividend options described in this provision do not apply.

Limitation of Action

No action shall be taken on this certificate, or a rider, in a court of law unless the action is filed with a court within two years from the date that the cause of action arose.

Law Applicable

Your rights or obligations and that of anyone, including the insured or anyone rightfully claiming under this certificate or a rider, will be governed by the laws of the <u>Ss</u>tate <u>governing</u> in which this certificate was first delivered by us to the owner.

Limiting Effect of our Constitution

The benefits provided under this certificate and each rider will not be reduced, nor will this certificate or rider end, by a provision in our Constitution not stated or referred to in this certificate or rider.

Suspension or Expulsion

Even if the insured is expelled or suspended from Foresters membership in accordance with our Constitution, this certificate and each rider, subject to its terms, may be kept in effect by continuing to pay the required premiums.

Maintenance of Reserves

If our reserves become impaired, you may be assessed an equitable proportion of the shortage. You may pay cash or accept a reduction in benefits. If you do neither, your equitable proportion will become an amount owed against this certificate. Interest on this amount will be compounded at a rate determined by us but not more than five percent per year.

Notification

Notification(s) we send to you about this certificate or a rider will be sent from our head office to your last mailing address shown in our records. You must notify us of a change in address for you or the insured. If you are onpremium is being paid under our pre-authorized check plan, you must notify us of a change in banking information.

Every notification, designation and request that you make to us must be in writing, in a form satisfactory to us. You must mail it to our head office or U.S. mailing address for us to act on it. Each will be deemed received by us as of the date shown in our records.

Our head office address is:

The Independent Order of Foresters, [789 Don Mills Road, Toronto, Ontario, Canada. M3C 1T9. Attn: Certificate Services].

Our U.S. mailing address is: [P.O. Box 179 Buffalo, New York. 14201-0179. Attn: Certificate Services].

These addresses apply unless we notify you in writing of a new address.

The Independent Order Of Foresters ('Foresters')

A Fraternal Benefit Society Organized 1874 Head Office: [789 Don Mills Road, Toronto, Ontario M3C 1T9] U.S. Mailing Address: [P.O. Box 179, Buffalo, New York 14201-0179]

[Foresters Strong Foundation II]

Guaranteed level premiums for the certificate during the initial term period.

Annually renewable thereafter.

Convertible Conversion Provision.

Death proceeds payable if the insured's death occurs while the certificate is in effect.

Premiums shown in Certificate Data Pages.

Participating.

This is the last page of this certificate.